

**MASTER SERVICES AGREEMENT ORDER # 10**

This Order, including the terms and conditions hereunder, incorporates by reference the terms of the Master Services Agreement dated as of December 18, 2020 (the “**Agreement**”) between Provider and Client (as defined below). If any terms of this Order conflict with the terms of the Agreement, the terms of this Order shall govern with respect to this Order. Capitalized terms used but not defined in this Order shall have the meanings ascribed in the Agreement.

<b>Commencement Date:</b>	September 20, 2021 and then the fifteenth of every remaining month beginning with October 15, 2021 until December 15, 2022, respectively.		
<b>Facility:</b>	Provider Facility as determined by Provider.		
<b>Equipment hosted**:</b>	<b>Deployment Month</b>	<b>Quantity &amp; Type of Unit (the “Units”)</b>	<b>Assumed power consumption per Unit (KWh):</b>
	SEP 2021	2,250 - M30S+ or Equivalent	3.57
	MAR 2022	3,530 - M30S+ or Equivalent	3.57
	APR 2022	4,710 - M30S+ or Equivalent	3.57
	MAY 2022	2,350 - M30S+ or Equivalent	3.57
	JUNE 2022	2,350 - M30S+ or Equivalent	3.57
	JUL 2022	2,350 - M30S+ or Equivalent	3.57
	AUG 2022	2,350 - M30S+ or Equivalent	3.57
	SEP 2022	2,350 - M30S+ or Equivalent	3.57
	OCT 2022	2,350 - M30S+ or Equivalent	3.57
	NOV 2022	2,350 - M30S+ or Equivalent	3.57
	DEC 2022	2,350 - M30S+ or Equivalent	3.57
<b>Hosting-Services Rate:</b>	<b>Deployment Month</b>	<b>Hosting-Services Rate:</b>	
	SEP 2021	USD \$.0575/ KWh; USD \$.06/Kwh after hosting month 12	
	MAR 2022	USD \$.0593/ KWh; USD\$.06/kwh after hosting month 12	
	APR 2022 – DEC 2022	USD \$.00625/ KWh; USD \$0.6/kwh after hosting month 12	
<b>Payment Due Prior to Installation:</b>	<b>USD \$10,736,252.50 on or before September 20, 2021 consisting of:</b> <ul style="list-style-type: none"><li>\$1,685,800.00, 100% of the prepayment for hosting services for SEP 2021 Units to be applied as a credit against future monthly invoices as they become due.</li><li>\$1,909,775.00, 70% of the prepayment for hosting services for MAR 2022 Units to be applied as a credit against future monthly invoices as they become due.</li><li>\$1,342,547.50, 35% of the prepayment for hosting services for APR 2022 Units to be applied as a credit against future monthly invoices as they become due.</li><li>\$5,358,780.00, 35% of the prepayment for hosting services for MAY 2022 – DEC 2022 Units (\$669,847.50 for each of MAY 2022, JUN 2022, JUL 2022, AUG 2022, SEP 2022, OCT 2022, NOV 2022 and DEC 2022 Units) to be applied as a credit against future monthly invoices as they become due.</li><li>\$439,350.00, Equipment Configuration Fee for SEP 2021 – DEC 2022 Units listed above.</li></ul> <b>USD \$1,342,547.50 on or before October 20, 2021 consisting of:</b> <ul style="list-style-type: none"><li>\$1,342,547.50, 35% of the prepayment for hosting services for APR 2022</li></ul>		

	<p>Units to be applied as a credit against future monthly invoices as they become due.</p> <p><b>USD \$669,847.50 on or before November 20, 2021 consisting of:</b></p> <ul style="list-style-type: none"> <li>\$669,847.50, 35% of the prepayment for hosting services for MAY 2022 Units to be applied as a credit against future monthly invoices as they become due.</li> </ul> <p><b>USD \$669,847.50 on or before December 20, 2021 consisting of:</b></p> <ul style="list-style-type: none"> <li>\$669,847.50, 35% of the prepayment for hosting services for JUNE 2022 Units to be applied as a credit against future monthly invoices as they become due.</li> </ul> <p><b>USD \$669,847.50 on or before January 20, 2022 consisting of:</b></p> <ul style="list-style-type: none"> <li>\$669,847.50, 35% of the prepayment for hosting services for JUL 2022 Units to be applied as a credit against future monthly invoices as they become due.</li> </ul> <p><b>USD \$1,488,322.50 on or before February 20, 2022 consisting of:</b></p> <ul style="list-style-type: none"> <li>\$669,847.50, 35% of the prepayment for hosting services for AUG 2022 Units to be applied as a credit against future monthly invoices as they become due.</li> <li>\$818,475.00, the remaining 30% of the prepayment for hosting services for MAR 2022 Units to be applied as a credit against future monthly invoices as they become due.</li> </ul> <p><b>USD \$1,820,602.50 on or before March 20, 2022 consisting of:</b></p> <ul style="list-style-type: none"> <li>\$669,847.50, 35% of the prepayment for hosting services for SEP 2022 Units to be applied as a credit against future monthly invoices as they become due.</li> <li>\$1,150,755.00, the remaining 30% of the prepayment for hosting services for APR 2022 Units to be applied as a credit against future monthly invoices as they become due.</li> </ul> <p><b>USD \$1,244,002.50 on or before April 20, 2022 consisting of:</b></p> <ul style="list-style-type: none"> <li>\$669,847.50, 35% of the prepayment for hosting services for OCT 2022 Units to be applied as a credit against future monthly invoices as they become due.</li> <li>\$574,155.00, the remaining 30% of the prepayment for hosting services for MAY 2022 Units to be applied as a credit against future monthly invoices as they become due.</li> </ul> <p><b>USD \$1,244,002.50 on or before May 20, 2022 consisting of:</b></p> <ul style="list-style-type: none"> <li>\$669,847.50, 35% of the prepayment for hosting services for NOV 2022 Units to be applied as a credit against future monthly invoices as they become due.</li> <li>\$574,155.00, the remaining 30% of the prepayment for hosting services for JUN 2022 Units to be applied as a credit against future monthly invoices as they become due.</li> </ul> <p><b>USD \$1,244,002.50 on or before June 20, 2022 consisting of:</b></p> <ul style="list-style-type: none"> <li>\$669,847.50, 35% of the prepayment for hosting services for DEC 2022</li> </ul>
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	<p>Units to be applied as a credit against future monthly invoices as they become due.</p> <ul style="list-style-type: none"> <li>\$574,155.00, the remaining 30% of the prepayment for hosting services for JUL 2022 Units to be applied as a credit against future monthly invoices as they become due.</li> </ul> <p><b>USD \$574,155.00 on or before July 20, 2022 consisting of:</b></p> <ul style="list-style-type: none"> <li>\$574,155.00, the remaining 30% of the prepayment for hosting services for AUG 2022 Units to be applied as a credit against future monthly invoices as they become due.</li> </ul> <p><b>USD \$574,155.00 on or before August 20, 2022 consisting of:</b></p> <ul style="list-style-type: none"> <li>\$574,155.00, the remaining 30% of the prepayment for hosting services for SEP 2022 Units to be applied as a credit against future monthly invoices as they become due.</li> </ul> <p><b>USD \$574,155.00 on or before September 20, 2022 consisting of:</b></p> <ul style="list-style-type: none"> <li>\$574,155.00, the remaining 30% of the prepayment for hosting services for OCT 2022 Units to be applied as a credit against future monthly invoices as they become due.</li> </ul> <p><b>USD \$574,155.00 on or before October 20, 2022 consisting of:</b></p> <ul style="list-style-type: none"> <li>\$574,155.00, the remaining 30% of the prepayment for hosting services for NOV 2022 Units to be applied as a credit against future monthly invoices as they become due.</li> </ul> <p><b>USD \$574,155.00 on or before November 20, 2022 consisting of:</b></p> <ul style="list-style-type: none"> <li>\$574,155.00, the remaining 30% of the prepayment for hosting services for DEC 2022 Units to be applied as a credit against future monthly invoices as they become due.</li> </ul>
<b>Estimated Delivery Date:</b>	<p>As of fifteenth of every month beginning with December 15, 2021 until December 15, 2022, respectively.</p> <p>Client to notify Provider as soon as reasonably possible in advance if Units will not be delivered by this date. Provider may terminate this Order if substantially all the Units are not delivered within 60 days of the Estimated Delivery Date, respectively.</p>
<b>Fees:</b>	Equipment Configuration Fee: \$15/Unit payable as provided above.
<b>Fees payable pursuant to Section 4 in connection with Service Termination/ Suspension</b>	<p>Equipment disconnection fee: \$25/Unit</p> <p>Storage Fee: \$10/month/Unit</p> <p>Reinstatement fee: \$25/Unit</p> <p>Equipment Recycle fee: \$25/Unit decommissioned or disposed of during the term</p>

**Order Term.** Subject to acceptance by Provider, the term of this Order shall commence on the **Commencement Date** and continue until the second anniversary of the Commencement Date (the **‘Initial Term’**), unless sooner terminated (i) by Provider, as provided above, (ii) by mutual agreement of the parties, or (iii) pursuant to Section 4 of the Agreement. Unless earlier terminated, this Order shall automatically renew for successive 12-month renewal terms (**“Renewal Term”**) unless terminated during a renewal term as set forth in the Agreement.

**Fees.** Client shall pay the fees provided for in this Order. The Fees for Services will be determined initially by reference to the Assumed power consumption per Unit of each deployed Unit, multiplied by the Hosting-Services Rate (each as set forth above in this Order). Subsequent invoices will contain any additional charges incurred by Client and adjustments resulting from any differences between the Fees for Services invoiced in the preceding month and the Fee for Services based on Provider's determination of power utilized by Client during that month, as well as any adjustments to Provider's estimate of power to be utilized by Client in the upcoming month. Fees for Services for each month shall be paid in advance, in accordance with Section 3 of the Agreement.

**Third Party Code.** Except to the extent arising from or relating to Provider's gross negligence, fraud or willful misconduct, Client shall indemnify, defend and hold harmless Company and its affiliates, stockholders, directors, officers, employees, subcontractors and invitees from and against any losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from or relating to Client's installation or use of any non-standard software or firmware in connection with the Client Equipment.

**Subcontracting and Assignment.** Section 8d. of the Agreement is hereby amended to read in its entirety:

- d. Subcontracting and Assignment. Company may permit any affiliate, independent contractor or other third party to perform any of Company's obligations hereunder provided that Company remains primarily liable for the performance of its obligations. Company may assign, delegate, or transfer this Agreement or any of its rights and obligations hereunder without notice to or prior written consent of Client. Client may not assign, delegate or transfer this Agreement or any of its rights and obligations hereunder without the prior written consent of Company; provided, however, Client may assign, delegate or transfer an Order pursuant to this Agreement to a third party upon the written consent of the Company, which consent shall not be unreasonably, withheld, obstructed or delayed if such assignment is to a third party not competitive to Company and such party executes a new Order on standard terms and conditions containing the hosting price and hosting term set forth in the Order to be assigned. Any assignment or transfer in violation of this Agreement is void. This Agreement will be binding upon and inure to the benefit of all permitted successors and assigns. Nothing in this Agreement is intended to or will confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement

**Warranty:** Company does not make and hereby disclaims all warranties with respect to the Units. Company shall initiate warranty claims with Unit manufacturer. Company cannot and does not guarantee that warranty claims will be accepted by manufacturer.

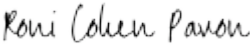
Client agrees and confirms that:

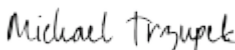
- (i) It has clean title to the Client Equipment and has not entered into any agreement that would interfere with Provider's exercise of its remedies under section 4.d of the Agreement.
- (ii) Neither Client nor Client's customers will use the Services for any illegal activity; and
- (iii) Neither Client nor its customers are subject to any sanctions imposed by the Office of Foreign Asset control of the U.S. Department of the Treasury.

**Notification of Hosting Availability:** Company will notify Client as soon as practicable of additional hosting availability, if any, and provide Client up to 10 additional MW per month at a hosting services rate of \$0.0625

per KWh. Additional hosting availability if available will be the subject of a separate order and provided to Client on a priority basis, subject to Client acceptance.

\*\*Client agrees to replace sold, damaged and other inoperable Units within 90 days to maintain the aggregate number of Units subject to this Order. Provider agrees to a 500 Unit inoperable threshold for Client to replace, sold, damages and other inoperable Units. Additional equipment may be added to this Order at the Hosted Services Rate provided upon the mutual agreement of Provider and Client.

DocuSigned by:  
  
By: \_\_\_\_\_  
Celsius Core LLC "Client"  
Name: Roni Cohen Pavon  
Title: Chief Revenue Officer  
Date: 9/27/2021

DocuSigned by:  
  
By: \_\_\_\_\_  
Core Scientific, Inc., "Provider"  
Name: Michael Trzupek  
Title: CFO  
Date: 9/27/2021